

BUSINESS ASSOCIATE AGREEMENT

THIS Business Associate Agreement (this “**Agreement**”), governs the access and use of Protected Health Information (as defined below) by Innovaccer Inc., a Delaware corporation (“**Innovaccer**”) received in the course of the use of **Innovaccer InScribe** solution along with related software, websites, networks, applications, mobile applications, and other services provided by Innovaccer (collectively, the “**Services**”).

All software, applications, content and materials available under the Services are owned and operated by Innovaccer has been developed for use by health care providers. Innovaccer may, in the course of such use of the Services (the “**Terms**”), create, receive, maintain, or transmit Protected Health Information (as defined below) for or on behalf of the users of the Services.

By entering into an order form or service order referencing this Agreement or by accessing, downloading, installing or using the Services you acknowledge that you are a licensed healthcare provider and that you have read, understood and agree to be bound by this Agreement as a Covered Entity (as defined under HIPAA).

You and Innovaccer are hereinafter sometimes referred to collectively as the “**Parties**” and individually as a “**Party.**”

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the Parties agree as follows:

1. **Definitions**

1.1. **General**: Capitalized terms used in this Agreement but not otherwise defined shall have the meaning ascribed to them under HIPAA.

1.2. **Specific Definitions**:

“**HIPAA**” means Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as may be amended from time to time.

“**Breach**” means the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 CFR 164.402.

“**ePHI**” means Protected Health Information that is transmitted or maintained in Electronic Media.

“**Privacy Rule**” means the federal privacy regulations, as amended from time to time, codified at 45 CFR Parts 160 and 164 (Subparts A & E).

"Protected Health Information" or "PHI" means "protected health information" (as such term is defined in 45 CFR 160.103) that is created, received, maintained, or transmitted by Innovaccer from or on your behalf.

"Security Rule" means the federal security regulations, as amended from time to time, codified at 45 CFR Parts 160 and 164 (Subparts A & C).

2. Obligations of Innovaccer

- 2.1. Innovaccer shall not Use or Disclose Protected Health Information other than as required to provide Services under the Terms, permitted or required by this Agreement or as Required by Law.
- 2.2. Innovaccer shall develop, implement, and maintain appropriate technical, physical, and administrative safeguards, and comply with the Security Rule with respect to ePHI, designed to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Agreement.
- 2.3. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Innovaccer shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Innovaccer agree to restrictions and condition on the Use and Disclosure of PHI no less stringent than those that apply to Innovaccer under this Agreement, including complying with the applicable Security Rule requirements with respect to ePHI. For avoidance of doubt, this Section does not apply to service providers who only provide data transmission services, including storage of PHI necessary and incident to such transmission (i.e., the 'conduit' exception under HIPAA).
- 2.4. To the extent Innovaccer is to carry out one or more of your or the relevant Covered Entity's obligation(s) under the Privacy Rule, Innovaccer shall comply with the requirements of the Privacy Rule that apply to you and/or the relevant Covered Entity in the performance of such obligation(s).
- 2.5. Innovaccer shall, to the extent Required by Law, make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.
- 2.6. Innovaccer shall document, and after receiving a written request from the applicable Covered Entity (or you on behalf of an applicable Covered Entity), make available to the applicable Covered Entity (or you on behalf of the applicable Covered Entity), information necessary for the applicable Covered Entity (or you on behalf of the applicable Covered Entity) to make an accounting of disclosures of Protected Health Information about an Individual, in accordance with 45 CFR 164.528.
- 2.7. Innovaccer shall provide access, after receiving a written request from an applicable Covered Entity (or you on behalf of an applicable Covered Entity), to Protected Health Information in a Designated Record Set about an Individual, to the applicable Covered

Entity (or to you on behalf of the applicable Covered Entity), sufficient to allow Covered Entity to comply with the requirements of 45 CFR 164.524.

- 2.8. Innovaccer shall, to the extent that the Protected Health Information in Innovaccer's possession constitutes a Designated Record Set, make available, at the written request by the applicable Covered Entity (or you on behalf of an applicable Covered Entity), Protected Health Information for amendment and incorporate any amendments to the Protected Health Information as requested by the applicable Covered Entity (or you on behalf of the applicable Covered Entity), all in accordance with 45 CFR 164.526.
- 2.9. For clarity, with respect to the forgoing Sections 2.6, 2.7 and 2.8, in no case shall Innovaccer be responsible for responding directly to any Individual who submits a request to you or the Covered Entity pursuant to 45 CFR §164.524; provided that Innovaccer shall promptly forward such request to you in accordance with Sections 2.6, 2.7 and 2.8.

2.10. Reporting.

- 2.10.1. Innovaccer agrees to report to you on not less than a quarterly basis any Security Incident of which it becomes aware of in accordance with 45 CFR 164.314; provided, however, that the Parties hereby agree that inclusion of this Section shall be deemed to constitute notice of all Unsuccessful Security Incidents. No further notice of Unsuccessful Security Incidents shall be required. For purposes of this Addendum, **“Unsuccessful Security Incidents”** shall include, but not be limited to, pings and other broadcast attacks on a firewall, unsuccessful login attempts, denial of service attacks, port scans, and any combination of the above, provided that no such incident results in an unauthorized access, Use, or Disclosure of ePHI.
- 2.10.2. Innovaccer will report to you any Use or Disclosure of Protected Health Information that is not permitted by this Agreement and any Breach of Unsecured Protected Health Information of which Innovaccer becomes aware not more than ten (10) business days after discovery. If a delay is requested by a law-enforcement official in accordance with 45 CFR 164.412, Innovaccer may delay notifying you for the applicable time period.
- 2.10.3. For all reporting obligations under this Agreement, the Parties acknowledge that due to the nature of certain functionalities of the Services which enable communication with third parties, Innovaccer may not know the nature of Protected Health Information contained in the Services or the identities of Individuals to whom the Protected Health Information relates. Accordingly, Innovaccer may be limited in its ability to provide information regarding the identities of Individuals who may have been affected by a Security Incident or Breach or its ability to provide detailed information regarding what Protected Health Information was affected by such Security Incident or Breach.

3. **Permitted Uses and Disclosures by Business Associate**

- 3.1. Innovaccer may Use or Disclose Protected Health Information for the proper management and administration of Innovaccer or to carry out the legal responsibilities of Innovaccer, provided that any such Disclosures are Required by Law, or Innovaccer obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person shall notify Innovaccer of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3.2. Innovaccer may use Protected Health Information to provide Data Aggregation services relating to your Health Care Operations.
- 3.3. Innovaccer may de-identify any and all Protected Health Information obtained under this Agreement and may use such de-identified data for any lawful purpose, all in accordance with 45 CFR 164.514(a)(c). In the event you want to opt out of providing the foregoing de-identification rights to Innovaccer, please notify of your decision through an email to: support@innovaccer.com.

4. **Term and Termination**

- 4.1. **Term**. This Agreement shall be effective as of the date you download or install any software or application or otherwise use the Services and shall automatically terminate after your discontinue your use of the Services or you terminate the Agreement under Section 4.2 or your access to the Services is terminated in accordance with the Terms.
- 4.2. **Termination for Cause**. If you know of a pattern of activity or practice of the Innovaccer that constitutes a material breach or violation of this Agreement then you shall provide written notice of the breach or violation to Innovaccer that specifies the nature of the breach or violation. Innovaccer must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure within the specified timeframe, or in the event the breach is reasonably incapable of cure, then you may terminate this Agreement.
- 4.3. **Effect of Termination**. Within thirty (30) days after the expiration or termination for any reason of this Agreement, Innovaccer shall return or destroy all PHI, if feasible to do so. In the event that Innovaccer determines that return or destruction of the PHI is not feasible, Innovaccer may retain the PHI subject to this Section 4.3. Under any circumstances, Innovaccer shall extend any and all protections, limitations, and restrictions contained in this Agreement to Innovaccer's Use and/or Disclosure of any PHI retained after the expiration or termination of this Agreement, and shall limit any further Uses and/or Disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5. **Obligations of Covered Entity.**

- 5.1. You represent and warrant to Innovaccer that you have obtained all rights and permissions required to Use and Disclose Protected Health Information under this Agreement and grant the rights to Use Protected Health Information to Innovaccer hereunder.
- 5.2. To the extent applicable, you shall notify Innovaccer of any limitation(s) in your Notice of Privacy Practices, to the extent that such limitation may affect Innovaccer's Use or Disclosure of Protected Health Information.
- 5.3. You shall notify Innovaccer of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Innovaccer's Use or Disclosure of Protected Health Information.
- 5.4. You shall notify Innovaccer of any known restrictions on the Use or Disclosure of Protected Health Information that a relevant Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Innovaccer's Use or Disclosure of Protected Health Information.
- 5.5. You shall not request Innovaccer to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by a Covered Entity.

6. **Miscellaneous**

- 6.1. **Amendment.** The Parties agree to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA and any other applicable law.
- 6.2. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement or the Terms is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 6.3. **Interpretation.** The provisions of this Agreement shall prevail over any provisions in the Terms that may conflict or appear inconsistent with any provision in this Agreement. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.
- 6.4. **Notices.** All notices required or permitted under this Agreement shall be in writing and sent to the other Party as directed by such Party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission or personal or courier delivery.
- 6.5. **Survival.** Sections 4.3, 6.2, 6.3, and 6.5 shall survive the expiration or termination, for any reason, of this Agreement.